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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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| In re | : Chapter 11 Case No. |
| | : |
| MOTORS LIQUIDATION COMPANY, et al., | : 09-50026 (REG) |
| f/k/a General Motors Corp., et al. | : |
| | : |
| Debtors. | : (Jointly Administered) |
| | : |
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**DEBTORS' RESPONSE TO (A) M-TECH ASSOCIATES, LLC'S OBJECTION TO
NINTH OMNIBUS MOTION PURSUANT TO 11 U.S.C. § 365 TO REJECT CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF NONRESIDENTIAL
REAL PROPERTY AND (B) M-TECH ASSOCIATES, LLC'S SUR-REPLY IN
SUPPORT OF ITS OBJECTION TO NINTH OMNIBUS MOTION PURSUANT TO
11 U.S.C. § 365 TO REJECT CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

Motors Liquidation Company (f/k/a General Motors Corporation) and its
affiliated debtors, as debtors in possession (collectively, the "**Debtors**"), for their response (the
"**Debtors' Response**") to: (a) M-Tech Associates, LLC's Objection to Ninth Omnibus Motion
Pursuant to 11 U.S.C. § 365 to Reject Certain Executory Contracts and Unexpired Leases of
NonResidential Real Property (the "**M-Tech Objection**") [Docket No. 6009] and (b) M-Tech
Associates, LLC's Sur-Reply in Support of Its Objection to Ninth Omnibus Motion Pursuant to

11 U.S.C. § 365 to Reject Certain Executory Contracts and Unexpired Leases Of Non-Residential Real Property (the “**M-Tech Sur-Reply**,” and collectively with the M-Tech Objection, the “**M-Tech Pleadings**”) [Docket No. 6277], respectfully represent:

Debtors’ Response

1. The Debtors wish to clarify for the Court certain inaccurate statements made by M-Tech in the M-Tech Pleadings and to confirm certain other statements made by General Motors, LLC (“**New GM**”) in its Brief in Support of Debtors’ Ninth Omnibus Motion Pursuant to 11 U.S.C. § 365 to Reject Certain Executory Contracts and Unexpired Leases of NonResidential Real Property as it Pertains to M-Tech Associates, LLC (the “**New GM Reply**”) [Docket No. 6271].

2. In the M-Tech Sur-Reply, M-Tech inaccurately states that “General Motors, LLC, but not the Debtor, asks the Court to authorize the rejection of its lease (“**Lease**”) with M-Tech Associates, LLC . . .” (M-Tech Sur-Reply at 1.) It is the Debtors, however, and not New GM, which filed the Ninth Omnibus Rejection Motion (the “**Rejection Motion**”) seeking the Court’s authority to reject the Lease [Docket No. 4437]. As set forth in the Rejection Motion, the Debtors have no business purpose to continue the Lease, and therefore, to the extent the Court determines that the Lease was not assumed and assigned to New GM, the Debtors request that the Lease be rejected, effective as of the “Effective Date” of October 31, 2009 provided for in the Rejection Motion.¹

¹ The Debtors and M-Tech entered into that certain Stipulation to Adjourn Ninth Omnibus Motion Pursuant to 11 U.S.C. §365 to Reject Certain Executory Contracts and Unexpired Leases of Nonresidential Real Property as to MTech Associates, LLC Only [Docket No. 4483], which provided that “[t]he hearing to consider the Rejection Motion with respect to the MTech Lease shall be adjourned until a future date mutually agreed upon by the Parties” . . . [and] [t] he adjournment is without prejudice to the relief sought by the Debtors in the Rejection Motion, including their proposed rejection date of the MTech Lease. If the Court grants the Debtors’ requested relief to reject the MTech Lease at a future hearing date, the adjournment agreed to in this Stipulation shall not be used to prejudice

3. In addition to the above clarification regarding the Rejection Motion, the Debtors also confirm that, as stated in the New GM Reply, the M-Tech Lease was always listed on the Debtors' database of executory contracts and unexpired leases of nonresidential real property as designated for rejection, using the notation "Reject Later." (New GM Reply ¶ 18.) Accordingly, at the time New GM notified the Debtors that it no longer required the use of the Lease pursuant to the Transition Services Agreement between the Debtors and New GM (a copy of which is attached as Exhibit 10 to the New GM Reply), the Debtors provided advance notice to M-Tech of their intent to reject the M-Tech Lease and then filed the Rejection Motion.

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein and such other and further relief as is just.

Dated: New York, New York
July 30, 2010

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the Debtors' position that the effective rejection date shall be retroactive to the October 31, 2009 rejection date sought in the Rejection Motion."